

203-011290

Original Title Page

NAME: VESSEL OPERATORS HAZARDOUS MATERIAL  
ASSOCIATION AGREEMENT

FMC NO.:

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	FULL NAME OF THE AGREEMENT . . . . .	2
2	PURPOSE OF AGREEMENT . . . . .	2
3	PARTIES TO THE AGREEMENT . . . . .	2
4	GEOGRAPHIC SCOPE OF THE AGREEMENT . . . . .	2
5	AGREEMENT AUTHORITY . . . . .	3
6	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY . . . . .	4
7	MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION . . . . .	4
8	VOTING . . . . .	5
9	DURATION AND TERMINATION OF THE AGREEMENT . . .	6

ARTICLE 1:        FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Vessel Operators Hazardous Materials Association Agreement ("Agreement").

ARTICLE 2:        PURPOSE OF AGREEMENT

The purpose of this Agreement is to form an association to advocate common positions before governmental and other bodies, and to discuss, evaluate and reach agreement with respect to matters pertaining to all-water and intermodal transport of hazardous cargoes in the U.S. trades for purposes of promoting safe, consistent and cost beneficial transport of such cargoes.

ARTICLE 3:        PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto.

ARTICLE 4:        GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter the "Trade").

ARTICLE 5:      AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required to discuss and agree upon all matters relating to the handling and transportation of hazardous cargoes, including:

- (a) Positions to be taken in submissions to and proceedings before governmental agencies, departments, legislative bodies, and tribunals, as well as trade associations, international bodies and organizations;
- (b) Uniform or differential transportation procedures, requirements, standards, conditions, classifications, rules, and practices in the Trade pertaining to the acceptance, refusal, handling, documentation, transfer, loading, unloading, storage, ocean inland transportation, interchange, and delivery of hazardous cargoes, whether moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under tariffs, service contracts or otherwise; and
- (c) Uniform or differential procedures, requirements, standards, conditions, classifications, rules and practices relating to the purchase, lease, acceptance, refusal, use, handling, documentation, interchange, transfer, loading, unloading, storage and transport of

intermodal and other equipment, including without limitation, dry containers, tank containers, bolsters, tanks, and chassis.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.1.

5.3 Without limitation, any agreement reached on rate or service items subject to tariff filing pursuant to Section 8(a) of the Shipping Act of 1984 shall be a matter of voluntary adherence by each party, and nothing in this Agreement shall bind any party hereto to any such agreement or prevent any party from departing from such agreement at any time upon written notice to the Agreement.

5.4 The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner.

5.5 For purposes hereof, references to "hazardous cargoes" shall mean cargoes subject to regulation pursuant to the U.S. Hazardous Materials Transportation Act (or government regulations promulgated pursuant thereto) or the International Maritime Dangerous Goods (IMDG) Code.

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ARTICLE 6:      OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF  
AUTHORITY

6.1 From time to time, the parties shall designate a chairman, vice chairman, and secretay and a five person Executive Committee from among the members. The Chairman shall officiate at full meetings of the parties and the Executive Committee. The Chairman and Vice Chairman shall be authorized to carry out the decisions of the parties. The Executive Committee shall make recommendations to the parties on administrative and organizational matters. The Executive Committee may appoint a General Manager to act as administrator of the Agreement.

6.2 Agreement counsel (including attorneys with Counsel's law firm) shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7:      MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof, provided that said carrier will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984.

ARTICLE 6:      OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF  
AUTHORITY

6.1 From time to time, the parties shall designate a chairman, vice chairman, and secretary and a five person Executive Committee from among the members. The Chairman shall officiate at full meetings of the parties and the Executive Committee. The Chairman and Vice Chairman shall be authorized to carry out the decisions of the parties. The Executive Committee shall make recommendations to the parties on administrative and organizational matters. The Executive Committee may appoint a General Manager to act as administrator of the Agreement.

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ARTICLE 7:      MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time by prior written notice to the Agreement.

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7.2 Withdrawal - Any party may withdraw from this Agreement at any time by prior written notice to the Agreement.

7.3 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8:        VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree.

8.2 The following matters shall be subject to binding vote of the parties: (a) membership, expulsion from membership and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of chairman and committees, and scheduling of meetings; and (c) amendments to this Agreement. Action on such matters shall require a three quarters vote of the parties present. Voting may also take place through telex, telephone or telefax polls.

8.3 Quorum at full meetings of the Agreement shall require the presence of one half of the parties (either directly or through proxy.)

8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three quarters of the parties entitled to vote.



7.3 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8:      VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree.

8.2 The following matters shall be subject to binding vote of the parties: (a) membership, expulsion from membership and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of chairman and committees, and scheduling of meetings; and (c) amendments to this Agreement. Action on such matters shall require a three quarters vote of the parties present. Voting may also take place through telex, telephone or telefax polls.

8.3 Quorum at full meetings of the Agreement shall require the presence of one half of the parties (either directly or through proxy.)

8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three quarters of the parties entitled to vote.

8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement.

Vessel Operators Hazardous  
Material Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 7

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8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and the parties may terminate the Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Vessel Operators Hazardous  
Material Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 7

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely,  
and the parties may terminate the Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this  
Agreement to be executed by their authorized representatives.

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Vessel Operators Hazardous  
Materials Association Agreement  
FMC NO. \_\_\_\_\_

Original Page No. 2

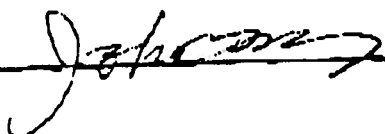
**SIGNATURE PAGE**

Party's Name: EVERGREEN INTERNATIONAL(USA) CORP.  
as agent for EVERGREEN MARINE CORPORATION  
(TAIWAN) LTD.

Signed By: JOHN HSU

Title: SENIOR VICE PRESIDENT

Date: JUNE 29, 1990

Signature: 

Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 8

SIGNATURE PAGE

Party's Name: SEA-LAND SERVICE, INC

Signed By: Michael J Augustyniak

Title: Mgr. Bulk/Hazardous Materials

Date: 6/28/96

Signature: Michael J Augustyniak

**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

FMC No. \_\_\_\_\_

PARTY'S NAME: NIPPON YUSEN KAISHA, LTD.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MICHAEL D. VIRGILIO  
General Manager - East Region  
NYK LINE (NORTH AMERICA) INC.

DATE: \_\_\_\_\_

7/3/9

SIGNATURE: \_\_\_\_\_

Michael D. Virgilio

Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 8

SIGNATURE PAGE

Party's Name: \_\_\_\_\_ P & O CONTAINERS LIMITED

Signed By: \_\_\_\_\_ THOMAS A. YOST

Title: \_\_\_\_\_ EXECUTIVE VICE PRESIDENT - OPERATIONS  
NORTH AMERICAN TRADE

Date: \_\_\_\_\_ JUNE 29, 1990

Signature: \_\_\_\_\_ *Thomas A. Yost*

Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 8

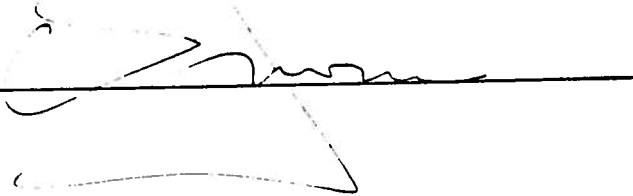
SIGNATURE PAGE

Party's Name: "K" Line America, Inc.  
as agent for Kawasaki Kisen Kaisha, Ltd.

Signed By: U. Janssen

Title: Vice President

Date: June 26, 1990

Signature: 



**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

FMC No. \_\_\_\_\_

PARTY'S NAME: AMERICA - AFRICA EUROPE  
LINK (AAL)

SIGNED BY: P.H.D. TOOSKY

TITLE: OWNER'S REPRESENTATIVE

DATE: JULY 5TH, 1990

SIGNATURE: *P.H.D. Toosky*

VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT

FMC No. \_\_\_\_\_

PARTY'S NAME: ZIM ISRAEL NAVIGATION CO., LTD.

SIGNED BY: JOHN MILLARD

TITLE: Senior Vice President

DATE: July 5, 1990

SIGNATURE: *John Millard*

**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

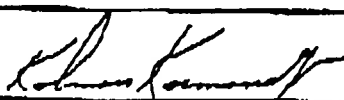
FMC No. \_\_\_\_\_

**PARTY'S NAME:** Atlantic Container Line

**SIGNED BY:** Kolmon Kormondy

**TITLE:** Hazardous Material Manager

**DATE:** 7/3/90

**SIGNATURE:** 

Post-It™ brand fax transmittal memo 7671		# of pages 1	
To	<u>William Pollack</u>		
From	<u>Kormondy</u>		
Co.	<u>New Lanes Alkator</u>		
Dept.	<u>P.C.</u>		
Phone #	<u>668.5556 (201)</u>		
Fax #	<u>202 857 2850</u>		

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MATERIALS ASSOCIATION AGREEMENT**

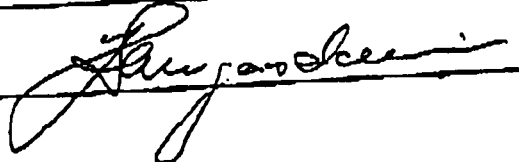
FMC No. \_\_\_\_\_

PARTY'S NAME: MAERSK INC.

SIGNED BY: J. D. NIELSEN

TITLE: GEN. MGR OPERATIONS/INTERMODAL

DATE: JULY 5TH, 1990

SIGNATURE: 

**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

FMC No. \_\_\_\_\_

PARTY'S NAME: HAPAG-LLOYD AG

SIGNED BY: TIMOTHY P. COLLINS

TITLE: VICE PRESIDENT OPERATIONS

DATE: JULY 03, 1990

SIGNATURE: Timothy P. Collins

SENT BY:Xerox Telecopier 7020 : 7- 8-90 : 4:33PM :

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**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

FMC No. \_\_\_\_\_

PARTY'S NAME: Wilhelmsen Lines (USA) Inc.SIGNED BY: Patrick J. O'BoyleTITLE: Commercial ManagerDATE: 7/6/90SIGNATURE: 

Vessel Operators Hazardous  
Material Association Agreement  
FMC No. \_\_\_\_\_

Original Page No. 8

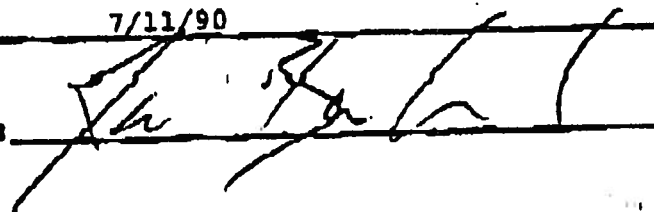
SIGNATURE PAGE

Party's Name: Farrell Lines Incorporated

Signed By: JAMES E. Sambrick

Title: Senior Vice President

Date: 7/11/90

Signature: 

3/3

**VESSEL OPERATORS HAZARDOUS  
MATERIALS ASSOCIATION AGREEMENT**

FMC NO. \_\_\_\_\_

PARTY'S NAME :   MITSUI O.S.K. LINES (AMERICA) INC.  

SIGNED BY :   ISAO OKADA  

TITLE :   VICE PRESIDENT  

DATE :   JULY 3, 1990  

SIGNATURE :   *Isao Okada*



Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_  
Appendix A - Original Page 1

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APPENDIX A -- Parties to the Agreement

America-Africa-Europe Line GMBH  
Klopstockstrasse 1  
D-2000 Hamburg 50  
West Germany

Atlantic Container Line BV  
Atlantic House  
Herbert Walker Avenue  
Southampton SO9 1HA, England

Evergreen Marine Corporation (Taiwan), Ltd.  
Evergreen Building  
63, Sung Chang Road  
Taipei, Taiwan

Farrell Lines, Inc.  
One Whitehall Street  
New York, New York 10004

Hapag-Lloyd AG  
Ballindamm 25  
2000 Hamburg 1  
West Germany

Kawasaki Kisen Kaisha Ltd.  
Hibiya Central Bldg., 2-9,  
Nishi-Shinbashi 1-Chome  
Minato-ku, Tokyo 105, Japan

Mitsui O.S.K. Lines, Ltd.  
Minato-Ku  
Toyko 105-91, Japan

A. P. Moller-Maersk Line  
Esplanaden 50  
DK - 1098 Copenhagen, Denmark

Nippon Yusen Kaisha Line  
CPO Box 1250  
Tokyo 100-91 Japan

Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_  
Appendix A - Original Page 2

P&O Containers, Ltd.  
Beagle House  
Braham Street  
London E1 8EP

Sea-Land Service, Inc.  
P.O. Box 800  
Iselin, New Jersey 08830

Wilh. Wilhelmsen Ltd. AS  
Roald Amundsens gate 5  
0161 Oslo 1, Norway

Zim Israel Navigation Co., Ltd.  
P.O. Box 1723  
Haifa, Israel

Vessel Operators Hazardous  
Materials Association Agreement  
FMC No. \_\_\_\_\_

APPENDIX A -- Parties to the Agreement

America-Africa-Europe Line GMBH  
Klopstockstrasse 1  
D-2000 Hamburg 50  
West Germany

Atlantic Container Line BV  
Atlantic House  
Herbert Walker Avenue  
Southampton 509 1HA, England

Evergreen Marine Corporation (Taiwan), Ltd.  
Evergreen Building  
63, Sung Chang Road  
Taipei, Taiwan

Hapag-Lloyd AG  
Ballindamm 25  
2000 Hamburg 1  
West Germany

Kawasaki Kisen Kaisha Ltd.  
Hibiya Central Bldg., 2-9,  
Nishi-Shinbashi 1-Chome  
Minato-ku, Tokyo 105, Japan

A. P. Moller-Maersk Line  
Esplanaden 50  
DK - 1098 Copenhagen, Denmark

Nippon Yusen Kaisha Line  
CPO Box 1250  
Tokyo 100-91 Japan

P&O Containers, Ltd.  
Beagle House  
Braham Street  
London E1 8EP

Sea-Land Service, Inc.  
P.O. Box 800  
Iselin, New Jersey 08830

Wilh. Wilhelmsen Ltd. AS  
Roald Amundsens gate 5  
0161 Oslo 1, Norway

Zim Israel Navigation Co., Ltd.  
P.O. Box 1723  
Haifa, Israel